

**SERIAL 10115 S      LEGAL SERVICES FOR SPECIAL CLAIMS REPRESENTATION**

**DATE OF LAST REVISION: November 17, 2010    CONTRACT END DATE: November 30, 2013**

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2013**

TO:                    All Departments

FROM:                Department of Materials Management

SUBJECT:            Contract for **LEGAL SERVICES FOR SPECIAL CLAIMS REPRESENTATION**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 17, 2010**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Chief Procurement Officer  
Materials Management

AS/mm  
Attach

Copy to:            Materials Management  
Peter Crowley, Risk Management

## LEGAL SERVICES FOR SPECIAL CLAIMS REPRESENTATION

### 1.0 INTENT:

Maricopa County intends to select private counsel to provide legal services to support Maricopa County, its officers, and its employees in claims and litigation related to alleged recent actions taken by the Sheriff and County Attorney against the County, its judiciary, its officers, and its employees, and all claims and litigation arising out of these same or similar circumstances. These matters may involve those for which Maricopa County is wholly or partially self-insured with various retention levels. To this end, the County will enter into contracts with qualified firms and/or attorneys who, from time-to-time, may be called upon to provide legal services regarding a specific matter according to the terms fixed by the contract. Work shall be assigned by the County based on the County's needs and any firm's or attorney's available staff at the time of need. Firms or attorneys may be required to submit the qualifications of available staff at the time of assignment so the County can evaluate resources to determine the most qualified for any particular matter, if there are any conflicts, ongoing litigation or at the County's sole discretion where it is determined to be in the best interest of the County. CONTRACTORS (SOMETIME REFERRED TO AS "COUNSEL" OR "RESPONDENT") ARE REQUIRED TO FOLLOW ALL COUNTY POLICIES. AWARD OF THIS CONTRACT IS IN ADDITION TO CONTRACT 10009-S, WHICH SHALL REMAIN EFFECTIVE PURSUANT TO ITS EXISTING TERMS.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.11 and 2.12, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any matter.

When used in this document, the term "County" shall mean the Maricopa County Board of Supervisors ("Board"), and where any authority is delegated by the Board, to such delegate, such as the County Manager or his/her delegee.

### 2.0 SCOPE OF SERVICES:

#### 2.1 SCOPE OF WORK:

Responses will be considered for the following range of practice areas, including, but not limited to:

- Appellate practice;
- Attorney conduct and professionalism;
- General governmental practice (open meetings, public records, etc.);
- Tort liability;
- Insurance contracts;
- Labor law and employment;
- Legislative matters;
- Section 1983 civil rights defense;
- Public contracts and procurement;
- Public official liability;

Respondents shall indicate on attachment A-1 the areas of practice for which they meet the mandatory requirements (see section 2.2).

The range of services, depending upon the needs of the County and the qualifications of Contractor, may include the following: advice, direction and representation in cooperation with the County, investigation, legal research and writing, preparation of pleadings, legal memoranda and briefs, and appearances before administrative boards, and trial and appellate courts.

**2.2 CONTRACT REQUIREMENTS:**

- 2.2.1 During the five year period prior to the date of engagement under this contract, Counsel providing representation pursuant to this contract shall not have represented 1) Maricopa County, 2) any of its elected officials, either personally or in their official capacities, or 3) any of the parties filing or named in any of the claims or litigation to which this contract applies. For purposes of this subsection, "Maricopa County" includes all other special taxing districts, including but not limited to: Maricopa County Special Health Care District, Flood Control District of Maricopa County, Maricopa County Stadium District, Maricopa County Housing Authority, and Maricopa County Library District.
- 2.2.2 The County reserves the right of approval regarding the assignment of the firm's personnel to represent the County. At the written request of the County, the firm will immediately replace any personnel assigned.
- 2.2.3 The services of any firm may be terminated at the sole discretion of the County upon three (3) days written notice given by the County or Materials Management. In the event of such action, the firm will provide the necessary and appropriate assistance to transfer pending matters to the successor counsel.
- 2.2.4 Upon referral of a lawsuit or other matter by the County and upon Contractor's acceptance of the lawsuit or other matter, Contractor shall be appointed as Special Counsel by an appropriate party authorized to utilize this contract to handle the lawsuit or other matter referred. As Special Counsel, Contractor agrees to provide all necessary legal services, including advice and counsel, investigation, legal research, preparation of pleadings, legal memoranda, briefs, and appearances in court in representing the County. The legal services shall be carried out in cooperation with the County in a manner consistent with Contractor's ethical obligations to the County. When deemed necessary and appropriate by Contractor and the County, Contractor may be authorized to retain additional legal services by a qualified firm in order to complete an engagement, upon such terms and conditions as may be pre-approved by the County and with the concurrence of Materials Management.
- 2.2.5 When referral of a lawsuit is made, the County will furnish Contractor all investigative and other materials it has related to the claims to be asserted in the lawsuit and will, subject to the County's approval, conduct such additional investigation as Contractor shall request.
- 2.2.6 Contractor shall promptly furnish copies of all significant pleadings, including answers to interrogatories, document requests and disclosure statements, medical reports, investigative reports and all pertinent correspondence to County. Deposition requests and retention of experts must be reviewed and pre-authorized by County.
- 2.2.7 As soon after receipt of a lawsuit as is practical, Contractor shall furnish County with a written evaluation of the merits of the case, an assessment of the exposure to County, and a budget through trial. Thereafter, Contractor shall provide to the County, a quarterly status report by the 15<sup>th</sup> day of January, April, July and October of each year in which the representation continues, as well as a special report of all events that significantly affect the merits of the lawsuit or the exposure of County. Contractor shall attend meetings to discuss the lawsuit's status at the time and place as requested by County.
- 2.2.8 All offers of compromise or settlement shall be promptly transmitted to County, together with Contractor's recommendation(s).
- 2.2.9 As soon as all discovery has been completed, and in any event, no later than three (3) months prior to the date set for trial, Contractor shall discuss with County the status of the lawsuit and any recommendations as to settlement. Contractor shall, at all other times, discuss with County the advisability of attempting to settle a lawsuit when it is in the best interest of County to attempt settlement.

- 2.2.10 Whenever additional investigation is deemed desirable by Contractor and it can be provided by use of investigators, Contractor shall notify County of such need and the County may elect, at its option, to conduct such investigation.
- 2.2.11 Deposition shall be conducted and expert witnesses retained only after consultation with and approval of the County. Contractor shall pay for expert and other costs as incurred in accordance with the terms of this Contract and submit them to County for reimbursement along with the monthly invoice for services.
- 2.2.12 Contractor shall forward to the County for response all requests received from the Arizona Auditor General relating to an assessment of liability and damages exposure in any matter which has been referred to Contractor. Contractor shall cooperate with the County in responding to the Auditor General as efficiently as possible in order to minimize the cost to County.
- 2.2.13 For matters referred to Contractor where the underlying claim is subject to coverage under County's program of self-insurance, management and supervision of the matter referred shall be the joint responsibility of the Maricopa County Risk Management Department, and the County. Unless informed otherwise, the provisions of this Contract pertaining to notice to County, including pre-authorization for costs to be incurred in a matter, submission of monthly billing statements, analyses of liability and case planning, provision of copies of pleadings and correspondence, and notice of settlement offers, shall be sent to the individual designated below:
- Maricopa County  
Risk Management Department  
Security Center Building  
Attn: Claims Manager  
222 North Central Avenue, Suite 1110  
Phoenix, Arizona 85004-2206
- 2.2.14 Contractor may, upon referral of a lawsuit or other legal matter, decline to represent the County. Contractor may also withdraw from representation of County when it would be ethically improper to continue to do so. In the event Contractor must either withdraw from a case or decline a representation or to provide advice, County shall be immediately be notified in writing or by telephone if time is of the essence.
- 2.2.15 It is understood that the County may assign Contractor to represent the County in any particular matter involving the County. Contractor's assignment may be withdrawn at any time at the sole discretion of the County or, if applicable, by decision of the County Risk Manager, and, if so, Contractor shall cooperate fully with alternative assigned Counsel.
- 2.2.16 In the event that any attorney employed by or otherwise affiliated with Contractor who has performed or is performing any work on behalf of County leaves the Contractor's firm, County shall have the option of requesting that attorney to continue providing legal services to the County on those matters on which the attorneys is engaged at the time of leaving the firm. If the attorney agrees to continue representation of County, the attorney shall do so pursuant to the terms and conditions of this Contract. The foregoing notwithstanding, this Contract shall survive the departure of any attorney affiliated with Contractor and shall remain in full force and effect as between County and Contractor, and similarly, between County and any attorney who leaves the Contractor's firm and who consents to continuing representation with respect to those matters on which the attorney was engaged at the time of leaving the firm.
- 2.2.17 Contractor agrees to immediately notify the County and the county department or agency involved in any engagement, if Contractor receives any inquiry or request for information or documents from the media. Contractor agrees not to respond to any such request

without the prior written approval of both the County and the county department or officer involved in the engagement.

- 2.2.18 Upon conclusion of any matter handled by Contractor on behalf of County, Contractor agrees to provide its files on the matter to the County.

2.2.19 **STRICT COMPLIANCE:**

Acceptance by County of performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

2.2.20 **ON-GOING REPRESENTATION:**

Contractor's obligations, including the duty of continuing representation, shall survive the termination or expiration of the Contract.

2.2.21 **FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:**

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

2.3 **Mandatory Qualifications by Specialty:**

- 2.3.1 All Attorneys shall be members in good standing with the State Bar of Arizona or licensed and in good standing in the state of their principal office in which they primarily practice law.

2.4 **Staff Qualifications/Definitions:**

- 2.4.1 Senior Partner (12 years minimum experience)
- 2.4.2 Partner (8 years minimum experience)
- 2.4.3 Senior Associate ( 5 years minimum experience)
- 2.4.4 Associate (1 year minimum experience)
- 2.4.5 Paralegal (2 years minimum experience)

2.5 **Miscellaneous Contractor Requirements:**

- 2.5.1 No payment shall be made for other legal assistant(s) (file clerks, secretaries, etc.) or for secretarial or administrative tasks.
- 2.5.2 Unless previously approved in writing by the County, no payment shall be made for miscellaneous charges for ordinary and customary services (i.e., copying, printing, mileage, parking, courier charges, telephone or fax charges). Such charges are considered overhead and are part of the hourly rates agreed to. (See attachment A).
- 2.5.3 Unless previously approved in writing by the County, no payment shall be made for costs associated with the general expenses of legal research (Westlaw, LexisNexis, or other print or electronic research tools).
- 2.5.4 Unless previously approved in writing by the County, no payment shall be made for any expenses associated with the creation of deposition summaries, including the attorney and/or paralegal and/or other personnel time associated therewith.
- 2.5.5 All costs over \$500.00 must be pre-approved.
- 2.5.6 All expert engagements must be pre-approved.
- 2.5.7 All engagements under the contract require an assignment letter from the County Manager or his/her designee in order to be effective.
- 2.5.8 Any legal services performed without an appropriate assignment letter exposes the contractor to the risk of not being paid for those services.

**2.6 Travel Expenses:**

Travel expenses will be paid according to the attached County outside contractor travel policy. (Exhibit 2)

2.6.1 Travel time of any attorney for out-of-county travel shall be billed at one-half of that attorney's billing rate.

2.6.2 Travel time for non-attorney staff will not be paid.

**2.7 USAGE REPORT:**

The Contractor shall furnish the County, upon request, a usage reports containing information on services rendered under this Contract. The format and reporting periods of these reports shall be defined by the County.

**2.8 FACILITIES:**

During the course of this Contract, the County may provide the Contractor's personnel with temporary adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

**2.9 INVOICES AND PAYMENTS:**

2.9.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- Court number and, if applicable, Risk Management file number
- Invoice number and date
- Payment terms
- Date of service
- Description of Service
- Pricing per unit of purchase (breakdown of billable fees)
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Sub-totals of costs and attorney's fees (delineated separately) incurred from inception of matter to date.
- Total Amount Due

2.9.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.9.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

2.9.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.10 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.11 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.12 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 **CONTRACTUAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

At the County's discretion an adjustment in cost of labor (hourly rates) may be granted at the annual anniversary date. If the County adjusts the price terms (hourly rates), the adjustment will be determined by any increase for the Phoenix metro area Consumer Price Index during the same period.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person

or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

**3.5 INSURANCE:**

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A7. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the terms of this Contract.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage,



personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

**3.5.10 Automobile Liability:**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**3.5.11 Workers' Compensation:**

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

**3.5.12 Errors and Omissions Insurance:**

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$2,000,000 for each claim.

**3.5.13 Certificates of Insurance.**

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.13.1.1 In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.13.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

**3.5.14 Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**3.6 ORDERING AUTHORITY.**

3.6.1 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers)

may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

- 3.6.2 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.7 REQUIREMENTS CONTRACT:

- 3.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the services contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

- 3.7.2 County reserves the right to cancel representation within a reasonable period of time after assignment. Should representation be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after assignment. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, services rendered prior to assignment or representation, etc.

- 3.7.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing three (3) calendar days advance notice to the Contractor.

3.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.10 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

**3.12 SUBCONTRACTING:**

3.12.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.12.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates, unless previously approved by the County. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**3.13 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

**3.14 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

**3.15 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

**3.16 AUDIT DISALLOWANCES:**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**3.17 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

**3.18 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

**3.19 RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to

create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

**3.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

- 3.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
  - 3.20.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 3.20.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3.20.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 3.20.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 3.20.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 3.20.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**3.21 ALTERNATIVE DISPUTE RESOLUTION:**

- 3.21.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
  - 3.21.1.1 Render a decision;
  - 3.21.1.2 Notify the parties that the exhibits are available for retrieval; and
  - 3.21.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.21.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing

party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.21.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.22.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.23.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.24 CONTRACTOR LICENSE REQUIREMENT:

3.24.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

**BEER & TONE, P.C., 76 E. MITCHELL DRIVE, PHOENIX, AZ 85012**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES  
UNDER THIS CONTRACT:

Yes

ITEM DESCRIPTION	MAXIMUM HOURLY RATE		FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Senior Partner	<u>\$ 250.00</u>	per hour	<u>\$ 225.00</u>
1.2 Partner	<u>\$ 200.00</u>	per hour	<u>\$ 175.00</u>
1.3 Senior Associate	<u>\$ 175.00</u>	per hour	<u>\$ 165.00</u>
1.4 Associate	<u>\$ 125.00</u>	per hour	<u>\$ 125.00</u>
1.5 Paralegal	<u>\$ 80.00</u>	per hour	<u>\$ 80.00</u>

No payment allowed for any other legal assistants (file clerk, secretaries, etc..)

Areas of Practice	Yes	No
Appellate Practice;	X	
Attorney Conduct and Professionalism/Ethics		X
General Governmental Practice (open meetings, public records, etc.)		X
Tort Liability	X	
Insurance Contracts and Coverage		X
Labor Law and Employment		X
Legislative Matters		X
Section 1983 Civil Rights Defense	X	
Public Contracts and Procurement		X
Public Official Liability	X	

NIGP CODE 9614911

Terms: NET 30

Vendor Number: W000017895 X

Telephone Number: 602/263-0900

Fax Number: 602/263-0917

Contact Person: Steven A. LaMar

E-mail Address: [slamar@beer-toone.com](mailto:slamar@beer-toone.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2013**

**BROENING OBERG WOODS & WILSON, 1122 E. JEFFERSON, PHOENIX, AZ 85034**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES  
UNDER THIS CONTRACT:

Yes

ITEM DESCRIPTION	MAXIMUM HOURLY RATE		FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Senior Partner	<u>\$ 250.00</u>	per hour	<u>\$ 250.00</u>
1.2 Partner	<u>\$ 200.00</u>	per hour	<u>\$ 200.00</u>
1.3 Senior Associate	<u>\$ 175.00</u>	per hour	<u>\$ 175.00</u>
1.4 Associate	<u>\$ 125.00</u>	per hour	<u>\$ 125.00</u>
1.5 Paralegal	<u>\$ 80.00</u>	per hour	<u>\$ 75.00</u>

No payment allowed for any other legal assistants (file clerk, secretaries, etc..)

Areas of Practice	Yes	No
Appellate Practice;	X	
Attorney Conduct and Professionalism/Ethics	X	
General Governmental Practice (open meetings, public records, etc.)	X	
Tort Liability	X	
Insurance Contracts and Coverage	X	
Labor Law and Employment	X	
Legislative Matters	X	
Section 1983 Civil Rights Defense	X	
Public Contracts and Procurement	X	
Public Official Liability	X	

NIGP CODE 9614911

Terms: NET 30

Vendor Number: W000009601 X

Telephone Number: 602/-271-7700

Fax Number: 602/258-7785

Contact Person: Richard E. Chambliss

E-mail Address: [rec@bowwlaw.com](mailto:rec@bowwlaw.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2013**

**KIMBLE, NELSON, AUDILETT & KASTNER, 335 N. WILMONT, SUITE 500, TUCSON, AZ 85711**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES  
UNDER THIS CONTRACT:

Yes

ITEM DESCRIPTION	MAXIMUM HOURLY RATE		FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Senior Partner	<u>\$ 250.00</u>	per hour	<u>\$ 250.00</u>
1.2 Partner	<u>\$ 200.00</u>	per hour	<u>\$ 200.00</u>
1.3 Senior Associate	<u>\$ 175.00</u>	per hour	<u>\$ 175.00</u>
1.4 Associate	<u>\$ 125.00</u>	per hour	<u>\$ 125.00</u>
1.5 Paralegal	<u>\$ 80.00</u>	per hour	<u>\$ 80.00</u>

No payment allowed for any other legal assistants (file clerk, secretaries, etc..)

Areas of Practice	Yes	No
Appellate Practice;	X	
Attorney Conduct and Professionalism/Ethics	X	
General Governmental Practice (open meetings, public records, etc.)	X	
Tort Liability	X	
Insurance Contracts and Coverage	X	
Labor Law and Employment	X	
Legislative Matters		X
Section 1983 Civil Rights Defense	X	
Public Contracts and Procurement		X
Public Official Liability	X	

NIGP CODE 9614911

Terms: NET 30

Vendor Number: W000017850 X

Telephone Number: 520/748-2440

Fax Number: 520/748-2469

Contact Person: Daryl A. Audilett

E-mail Address: [daa@audilettlaw.com](mailto:daa@audilettlaw.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2013**



**MUELLER & DRURY, P.C., 8110 E. CACTUS ROAD SUITE 100, SCOTTSDALE, AZ 85260**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES  
UNDER THIS CONTRACT:

Yes

ITEM DESCRIPTION	MAXIMUM HOURLY RATE		FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Senior Partner	<u>\$ 250.00</u>	per hour	<u>\$ 240.00</u>
1.2 Partner	<u>\$ 200.00</u>	per hour	<u>\$ 190.00</u>
1.3 Senior Associate	<u>\$ 175.00</u>	per hour	<u>\$ 165.00</u>
1.4 Associate	<u>\$ 125.00</u>	per hour	<u>\$ 115.00</u>
1.5 Paralegal	<u>\$ 80.00</u>	per hour	<u>\$ 50.00</u>

No payment allowed for any other legal assistants (file clerk, secretaries, etc..)

**Areas of Practice**

Appellate Practice;

**Yes**

**No**

X

Attorney Conduct and Professionalism/Ethics

General Governmental Practice (open meetings, public records, etc.)

Tort Liability

X

Insurance Contracts and Coverage

Labor Law and Employment

Legislative Matters

X

Section 1983 Civil Rights Defense

Public Contracts and Procurement

X

Public Official Liability

NIGP CODE 9614911

Terms:

NET 60

Vendor Number:

W000017896 X

Telephone Number:

480/368-5511

Fax Number:

480/368-5522

Contact Person:

James P. Mueller

E-mail Address:

[jamesmueller@muellerdrury.com](mailto:jamesmueller@muellerdrury.com)

Certificates of Insurance

Required

Contract Period:

To cover the period ending **November 30, 2013**